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June 15, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

John F. Schunhoff, Ph.D.
Interim Director

Gail V. Anderson, Jr., M.D.
Interim Chief Medical Officer

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*To improve health
through leadership,
service and education.*

**APPROVAL TO EXTEND AGREEMENTS WITH HEALTH CARE
INTERPRETER NETWORK AND PUBLIC HEALTH FOUNDATION
ENTERPRISES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to extend the Agreements with Health Care Interpreter Network and Public Health Foundation Enterprises for continued access to healthcare interpretation services throughout DHS facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Interim Director), or his designee, to execute Amendment No. 5 to Agreement No. H-703296 with Health Care Interpreter Network (HCIN) (formerly Contra Costa Regional Health Foundation – CCRHF), effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through June 30, 2011, to continue the membership of the Department of Health Services (DHS) in HCIN, including the new membership of Martin Luther King, Jr., Multi-Service Ambulatory Care Center (MLK-MACC), and increase the Agreement's maximum obligation by \$200,000 to cover HCIN membership connection fees and \$4,500 for an additional T-1 Line at LAC+USC Medical Center (LAC+USC), for the extension period.

2. Authorize the Interim Director, or his designee, to execute Amendment No. 5 to Agreement H-703015 with Public Health Foundation Enterprises (PHFE),



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effective upon execution, to extend the term of the Agreement for the period of July 1, 2010 through June 30, 2011, with no change to the Agreement maximum obligation, to allow interpreter staff from PHFE to work at DHS facilities.

3. Delegate authority to the Interim Director, or his designee, to extend the Agreements with HCIN and PHFE for up to two additional years after their expiration dates, at the same rates, terms and conditions, at a maximum annual obligation for HCIN of \$204,500 and with no exchange of monies between the parties for the PHFE Agreement, upon review and approval by County Counsel and the Chief Executive Office, and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Interim Director, or his designee, to execute an Amendment, substantially similar to Exhibit I, to continue the membership of DHS in HCIN, including the new membership of MLK-MACC. MLK-MACC was added to the HCIN Agreement last year but membership was not initiated. Membership in HCIN allows participating hospitals the services of an Internet Protocol (IP) Voice/Video Call Center Management Server which organizes the routing of each health system request of voice or video calls to healthcare interpreters within their own health system, and to interpreters at other participating health systems and contract service providers. HCIN members, including DHS, share in the economies of scale for the set-up and maintenance of the call center and lower prices of shared interpretation services. Members pay a membership connection fee and can earn minute credits if they provide more translation services than they use.

The HCIN membership has been a key component of the L.A. Care grant-funded Interpreter Call Center Pilot Program (ICCPP) that increases access to DHS health care services by limited English-proficient and deaf or hearing-impaired patients. The ICCPP consisted of the HCIN Agreement for membership connection fees and access to interpreter staff provided through an agreement with PHFE. The PHFE interpreter staff provide interpretation services at participating DHS facilities using HCIN's IP Voice/Video Call Center Management Server and are an integral part of DHS' facilities provision of interpreter services. The grant funds for the HCIN Agreement were fully expended by November 15, 2008, and HCIN membership connection fees have since been funded by net County cost to maintain access to the HCIN to support the continuation of the Interpreter Call Center Pilot Program through June 30, 2010.

The HCIN Agreement expires June 30, 2010, and the recommended extension is necessary to support the continued provision of these interpreter services at DHS facilities. L.A. Care has verbally indicated its intent to award additional grant funds to PHFE for the provision of interpreter staff at DHS facilities, and DHS membership in HCIN is an integral part of those interpretation services.

Approval of the second recommendation will authorize the Interim Director, or his designee, to execute an Amendment, substantially similar to Exhibit II, to continue access to interpreter staff provided through PHFE to augment the provision of Video Medical Interpretation (VMI) services at DHS facilities under the new L.A. Care grant-funded VMI Interpreter Project. The new grant-funded project is anticipated to be effective July 1, 2010, with L.A. Care awarding grant funds for the new extended period directly to PHFE. The current PHFE Agreement expires on June 30, 2010, and the recommended extension is necessary to allow PHFE's interpreter staff continued access to DHS facilities. In order to ensure adequate continuous staff coverage for the VMI Interpreter Project, there are sufficient unspent grant funds to cover one month of expenditures for July 2010 until L.A. Care makes the grant award directly to PHFE.

Approval of the third recommendation will allow the Interim Director, or his designee, to execute amendments to extend the term of the Agreements with HCIN and PHFE, as necessary, to accommodate possible extensions of the VMI Interpreter Project Grant Award.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The HCIN Agreement's maximum obligation of \$435,850 will be increased by \$200,000 to cover membership connection fees for Fiscal Year (FY) 2010-11, and \$4,500 for an additional T-1 Line at LAC+USC, for a revised total maximum obligation of \$640,350. The \$200,000 annual membership fee is calculated at \$40,000 per facility for Rancho Los Amigos National Rehabilitation Center, LAC+USC, Harbor-UCLA Medical Center, MLK-MACC, and Olive View-UCLA Medical Center. DHS will be invoiced on a pro-rated basis upon the membership start date for MLK-MACC. Funding is included in the FY 2010-11 Proposed Budget.

For the PHFE Agreement, as amended, the July 2010 expenditures will be funded by L.A. Care grant monies. Effective August 1, 2010, there will be no exchange of monies between the parties during the remaining term of the Agreement.

The maximum annual obligation for an extension by the Department of the Agreement with HCIN shall be \$204,500. An extension by the Department of the PHFE Agreement will not include any exchange of monies between the parties.

With respect to any extension of the PHFE Agreement should the Department seek to do so in the event L.A. Care refuses to provide funding for the entire cost of the services under a direct contract with PHFE under the VMI Interpreter Project, the additional maximum annual obligation to cover interpreters' salaries and employee benefits will be an estimated \$280,100.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

HCIN

On June 12, 2007, your Board authorized the Director to enter into an Agreement with CCRHF, the organizational home of HCIN. The Agreement was effective July 1, 2007 through November 30, 2008, for membership connection fees to access HCIN. Subsequent amendments delegated and assigned the Agreement with CCRHF to HCIN, and extended the term of the Agreement through June 30, 2010, to be co-terminus with the PHFE Agreement, with the most recent extension amendment approved by your Board on June 9, 2009.

The HCIN Agreement may be terminated by either party, with or without cause, in whole or in part, by giving at least 30 calendar days prior written notice of termination to the other party.

PHFE

On June 12, 2007, your Board authorized the Director to enter into an Agreement with PHFE for the

ICCPP. The Agreement, effective July 1, 2007 through June 30, 2009, provided access to interpreter staff through PHFE. Subsequent amendments, with the most recent one executed under delegated authority approved by your Board on June 9, 2009, extended the term of the Agreement through June 30, 2010.

The PHFE Agreement may be terminated by either party, with or without cause, in whole or in part, by giving at least 30 calendar days prior written notice of termination to the other party.

Under the terms of the extension, payment for services provided by PHFE will be funded directly by L.A. Care with the exception for services provided during the month of July 2010 during which unexpended grant funds from the previous period will be used.

DHS has obtained verbal approval from L.A. Care's senior management team for the new Grant Award for the VMI Interpreter Project. L.A. Care has verbally indicated that the new grant funds will be awarded directly to PHFE. Written approval is forthcoming upon approval by L.A. Care's Board of Directors.

County Counsel has approved Exhibits I and II as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHS to continue to have uninterrupted access to the provision of healthcare interpretation services throughout DHS facilities.

The Honorable Board of Supervisors

6/15/2010

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Schunhoff". The signature is fluid and cursive, with the first name "John" being more legible than the last name "Schunhoff".

JOHN F. SCHUNHOFF, Ph.D.

Interim Director

JFS:ps

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors